

Agreement

Between

The Town of Stow, Massachusetts

And

The Stow Professional Firefighters Association, Local 3262

International Association of Firefighters, AFL-CIO

July 1, 2020 through June 30, 2023

ARTICLE XXIII

TERMS OF AGREEMENT

Section 1

This Agreement shall be effective July 1, 2020 shall expire June 30, 2023

IN WITNESS WHEREOF, the Agreement has been executed this

18th Day of June, 2020

FOR THE TOWN OF STOW

Curtis Freeman

John H. Sabri
[Signature]

[Signature]
10/2/20

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

[Signature]

[Signature]

[Signature]

[Signature]

Table of Contents

		<u>Page</u>
Article I	Recognition	3
Article II	Dues Deduction - Agency Fee	3
Article III	Non-Discrimination	4
Article IV	Responsible Local - Town Relationship	4
Article V	Management Rights	4
Article VI	Grievance Procedure	5
Article VII	No-Strike Clause	6
Article VIII	Seniority	7
Article IX	Layoff	7
Article X	Physical Examination	9
Article XI	Holidays	9
Article XII	Safety and Health	10
Article XIII	Overtime	10
Article XIV	Sick Pay	12
Article XV	Vacation	13
Article XVI	Wages and Stipends	14
Article XVII	Education Incentive	16
Article XVIII	Uniforms	16
Article XIX	Travel Expense	17
Article XX	Injury Leave	17
Article XXI	Miscellaneous	18
Article XXII	Stability of Agreement	20
Article XXIII	Terms of Agreement	21

ARTICLE I

RECOGNITION

The Town of Stow recognizes the Local as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment subject to negotiations pursuant to the General Laws of the Commonwealth of Massachusetts in the following collective bargaining unit:

All permanent full-time professional firefighters and fire lieutenants employed by the Town of Stow.

ARTICLE II

DUES DEDUCTION - AGENCY FEE

Section 1

Subject to applicable law as set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180, Section 17A, the Town shall deduct Local dues or initiation fees (as certified by the Local to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing authorize such deduction, (in the form attached hereto as Appendix A) and forward the full amount thus deducted to the Secretary-Treasurer of the Local or his authorized agent.

Section 2

By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Local together with a list of employees who have had said dues deducted.

Section 3

The Town will incur no liability for loss of dues monies after depositing the same addressed as directed to the Local in the United States mail.

Section 4

Although membership in the Local is not mandatory for Stow full-time Fire Department employees, benefits gained by the Local are accorded all employees represented, therefore, all non-local full-time employees eligible for membership must agree in writing as a condition of employment to contribute an agency service fee to the Local which shall equal an amount which is proportionately commensurate pursuant with the cost of collective bargaining and contract administration pursuant to Chapter 180, Chapter 17G and Chapter 150E, Section 12 of the General Laws. Such agency fee shall be handled in the same manner as Local dues, described above in this article.

Section 5

The Local shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article or in reliance of any assignment furnished to the Town.

ARTICLE III

NON-DISCRIMINATION

Section 1

Neither the Town nor the Local shall discriminate against any employee because of such employee's race, color, religion, sex, age or national origin.

Section 2

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

Section 3

Neither the Town nor the Local shall interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Local, or non-membership or non-participation in such activity.

ARTICLE IV

RESPONSIBLE LOCAL - TOWN RELATIONSHIP

The Town and the Local recognize that it is in the best interests of both parties, the employee, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Town and the Local and their respective representatives at all levels will apply the terms of this contract fairly and in accord with its intent and meaning and consistent with the Local's status as exclusive bargaining representative of all employees covered by this contract.

Each party shall bring to the attention of all employees covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

ARTICLE V

MANAGEMENT RIGHTS

Section 1

The Town is a public body established under and with the powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Board of Selectmen, and the Fire Chief reserve and retain, whether exercised or not, those rights, powers and duties they now have or may be granted or have conferred upon them by the General Laws of the Commonwealth together with all non-statutory rights, powers and authority to manage and direct the employees of the Town's Fire Department. Except as specifically abridged or modified by a term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding and not subject to the grievance-arbitration provisions of this Agreement.

Section 2

The Local agrees that the Town has complete authority over the policies and administration of the Fire Department in the town and may continue to take action it deems appropriate in the management of said department including but not necessarily limited to the right to hire, promote, transfer, and assign employees and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work, funds or other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine and maintain equitable standards of performance, to require the observance of reasonable rules and regulations, and to determine the method, means, work schedules, and personnel by which such operations are to be conducted, including ordering into work, assisting other town departments as needed, or contracting out, provided that such rights shall not be exercised in violation of other sections of this Agreement.

As the Chief operating officer of the Department, the Fire Chief shall be the first line of authority over union members on issues involving administration of this contract.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1

Any dispute arising in connection with wages, hours of work and other conditions of employment, or out of the interpretation or application of the provisions set forth in this Agreement may be presented for consideration by the Local.

Section 2

The parties agree that any grievance that may arise during the life of the Agreement will be discussed promptly and the parties will diligently cooperate in an effort to adjust said grievance at the earliest possible time.

Section 3

Any grievance must be filed within fourteen (14) calendar days of the event upon which the grievance is based or from the date the employee should have had the knowledge of the event or shall be deemed null and void.

Section 4 (STEPS)

Step 1:

Filed in writing with the Chief, who shall hear the grievance within fourteen (14) calendar days and shall answer within five (5) working days following the conclusion of the hearing. This shall not preclude oral discussions or informal conferences between the Chief and the employee.

Step 2:

Filed in writing with the Board of Selectmen/Town Administrator within five (5) working days after the answer is due at Step 1. The Board of Selectmen or its designee shall hear the grievance as represented by the aggrieved employee(s) with no more than two (2) Local representatives if the employee(s) so desire(s), within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within five (5) working days following the conclusion of the hearing.

Step 3:

Submitted to arbitration by either party (Local or Town but not an individual employee) within twenty (20) working days after the answer of the Board of Selectmen is due and written notice of said submission shall be given the other party by delivery in hand or by mail, postage prepaid. The arbitration proceeding shall be conducted and the arbitrator shall be selected according to the rules and regulations of the American Arbitration Association. A source other than the individual recommended by the American Arbitration Association may be selected to hear the grievance as long as both parties mutually agree to the individual selected.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and arguments.

Any employee who files a grievance involving a discharge, demotion or suspension which is governed by the laws administered by a Retirement Board may elect to submit the grievance to arbitration for a final and binding decision. The employee shall make this election in writing prior to the initiation of Step 3 of the grievance procedure and said election shall be final.

The arbitrator shall not add, subtract from or alter any provisions of this Agreement, nor shall he establish any new terms or conditions of employment.

Notwithstanding any contrary provisions, the arbitrator shall be without power or authority to make a decision which:

- a) Is violate or inconsistent with any term or provision of this Agreement or applicable law.
- b) Exceeds his jurisdiction and authority under law and this Agreement.
- c) Involves an incident, which occurred or failed to occur prior to the execution of this Agreement.
- d) Involves any matter which by law, or under the terms of this Agreement, is within the exclusive authority of the Town.

Section 5

The costs and expenses of arbitration shall be shared equally by the parties.

Section 6

A grievance shall be deemed waived and settled on the basis of the Town's answer unless such grievance is submitted to each of the Steps within the time limits provided.

ARTICLE VII

NO-STRIKE CLAUSE

Section 1

No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown, or withholding of services in the form of a sick-out or otherwise. The Local agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in,

sanction or ratify any such strike, work stoppage, slowdown, withholding of services or sick-out.

Section 2

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services, or sick-out, the Local shall forthwith disavow any strike, work stoppage, slowdown, withholding of services, or sick-out, and shall refuse to recognize any picket line established in connection therewith.

Section 3

In consideration of the performance by the Local of this obligation under Sections 1 and 2 of this Article, there shall be no liability on the part of the Local nor its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Local.

Section 4

The Town may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article; provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance-arbitration procedures set out herein.

Section 5

The Town agrees that, during the term of this Agreement, it will not lock out any employees covered by this Agreement.

ARTICLE VIII

SENIORITY

Section 1

Seniority shall be considered the length of a full-time employee's continuous service in his/her permanent classification within the Fire Department of the Town of Stow.

ARTICLE IX

LAYOFF

Section 1

If the Town finds it necessary to lay off employees, the procedures set forth in this Article will apply.

Section 2

A "layoff" is hereby defined as a complete termination of employment for economic or other legitimate non-disciplinary reasons.

The Local will be notified whenever possible four (4) weeks in advance of any layoff and, insofar as practicable of the number, names and job classifications (rank) of those employees who are affected.

Section 3

If a layoff is necessary, the least senior full-time employee covered by this Agreement shall be laid off first.

Section 4

The Town will give each employee who is laid off either two (2) weeks advance notice, or in lieu of such notice, two (2) weeks pay.

Section 5

In addition to a termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he may have earned but not used at the time of the layoff. If an employee who has been laid off and who has received payment in lieu of vacation is re-hired in the same fiscal year, he shall not be entitled to a vacation with pay in that fiscal year.

Section 6

If an employee who is laid off and has received a termination allowance is re-hired and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of the layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Town through weekly payroll deductions at the rate of at least 10% of his basic weekly wage.

Section 7

In re-hiring in any job classification the Town will offer re-employment to those former employees who have been laid off in that job classification in the inverse order in which said employees were laid off.

Section 8.

There shall be no obligation to offer re-employment to any employee who has been laid off more than one year.

Section 9

The offer of re-employment shall be sufficient if made by certified or registered mail addressed to the laid-off employee at his last address of record with the Fire Chief as shown by the records of the Town. Any such laid-off employee must respond and be available for re-employment within seventeen (17) days from the date of mailing of the offer; otherwise the laid-off employee shall be deemed to have refused re-employment and the Town's obligation under this Article is satisfied.

Section 10

Any employee recalled within one year of his/her date of layoff will return to at least his/her former classification and pay step with no loss of benefits for time served up to the time of layoff.

ARTICLE X

PHYSICAL EXAMINATION

Section 1

Physical examinations shall be required and be mandatory every two (2) years on a schedule to be established by the Fire Chief. The expense of the physical shall be paid by the Town, and the examinations are to be performed by a qualified physician of the Town's choice. The minimum examination must be in accordance with the standards of the Town of Stow Fire Department. The employees hereby authorize the Town to have unlimited access to the results of such examinations and to any medical records pertaining thereto and will sign an authorization or release as may be necessary to allow the Town access thereto. Except as necessary for consideration of appointment, re-appointment, or dismissal any such information or reports received will be considered confidential and not available to third parties.

Section 2

The Fire Chief reserves the right to dispense disciplinary action against any employee where his physical condition is substandard for the job classification, yet is a correctable condition by the employee as determined by the examining physician, such as excess weight.

ARTICLE XI

HOLIDAYS

Section 1

All full-time employees shall be entitled to eleven (11) paid holidays in each year, namely: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. If full time employees are scheduled to work Monday through Friday, then section 4 shall apply. If full time employees are scheduled to work seven days a week then Independence Day, Christmas Day and New Year's Day shall be considered to be July 4th, December 25th, and January 1st respectively, and all other holidays shall be considered to be the date established by the State.

Section 2

Every employee covered by this agreement shall be entitled to these days off, with pay, at the regular hourly rate for the number of hours normally scheduled on the designated day.

Section 3

Holiday benefits are effective immediately upon employment for new permanent employees.

Section 4

Any holiday that is not staffed and a full time employee is ordered to work, that employee shall be eligible to work entire shift regardless

Section 5

Any eligible employee who performs work on one of the holidays shall be paid, in addition to the holiday pay, at his/her regular rate of pay for such day, or fraction thereof; or for employees not scheduled on a particular holiday, be granted ten (10) hours of compensatory time off, at the mutual agreement of the department and the employee, in lieu of payment. For Christmas Day only, each hour worked shall be compensated at the overtime rate or counted as one and one-half (1 ½) hours for compensatory time calculation.

Section 6

Holiday pay shall not be considered as time worked toward the calculation of overtime pay.

ARTICLE XII

SAFETY AND HEALTH

Section 1

The Town will continue to make reasonable provisions for the safety and health of its employees who will be expected to cooperate with the Board of Selectman.

Section 2

Safety is a concern to the Town and the Local. The Town and the Local mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees and the general public.

Section 3

Standard Operating Guideline 200-03, Exposure Control & Reporting shall be incorporated into this contract to ensure the health and safety of all bargaining members of this unit regarding bio-hazard exposures and the contraction of diseases related to their work environment.

ARTICLE XIII

OVERTIME

Section 1

Overtime compensation shall be at the rate of one and one-half (1-1/2) times an employee's regular hourly rate of pay and shall be paid for any time worked in excess of forty (40) hours per week, with the following exceptions:

- A. All "call-backs" shall be compensated at the overtime rate. A "call-back" shall be defined as any authorized time worked outside of an employee's scheduled work week, with the exception of time worked as coverage of regular shifts. Time worked on coverage of regular shifts shall be considered part of the regular work week and shall be compensated at the overtime rate only after forty (40) hours has been worked in a week. All call backs shall be compensated at a minimum of two hours with the exception of Box Alarms which will be compensated at three hours. The officer in charge will determine whether to release the employee at any time period prior to the employee working the full two hours.

- B. Any open shift that a full time employee has been ordered to work shall be compensated at a rate of one and one-half the employee's regular rate regardless of the number of hours already worked.

Section 2

Overtime opportunities or extra shifts shall be offered first to full-time employees on the basis of a rotation list kept for that purpose jointly by both parties. Said list shall be posted and overtime shall be distributed as equitably as possible. Such overtime is subject to budgetary limitations as voted by Town Meeting. In the event of a shortage of funds call personnel may fill any shift. Records shall be kept of overtime worked.

If no full-time employee is readily available, the overtime opportunity or shift may be offered to call personnel. In time of emergency or fiscal stress, the Fire Chief may take other action with regard to filling open shifts.

Such overtime opportunities shall include, but not be limited to, the following: fire watch details that are continuations of calls that are initiated during the regular work day; other unanticipated fire watch details; emergency repair work on the fire alarm system or emergency stand-by for the fire alarm system; certain specialized maintenance or repair details; dispatch duty when paid by the Fire Department.

Excluded from this section shall be those incidents when call personnel are normally given the first opportunity to work, whether compensated or not, such as the following: after-hours fire and ambulance calls or coverage; coverage of ambulance shifts on holidays, such as Christmas, Thanksgiving and New Year's Eve; Halloween fire watches; and telephone coverage during open burning season.

Full-time personnel will be given the same opportunities as call personnel to work fire watches that are continuations of after-hours calls, and all urgent or emergency calls or work details after regular working hours, unless stated above.

Section 3

There shall be no pyramiding of overtime, nor shall absence due to vacation, sickness, or other form of granted leave, be counted as time worked for the computation of overtime.

Section 4

Employees are guaranteed a minimum of Two hour pay for any call back at a rate of pay of time and one-half their regular pay, if they meet the provisions of Section 1. Any time worked in excess of one hour will be rounded to the closest half-hour for calculating callback pay.

ARTICLE XIV

SICK PAY

Section 1

Each full-time employee shall be credited with 18.75 days of paid sick leave annually, available after the first full month of employment and every year thereafter on the anniversary date of employment. Sick leave not used in any year shall be cumulative to a total of up to 150 days.

For accrual purposes only a day has been defined as eight (8) hours

Section 2

Sick pay will not apply on either a holiday or a vacation day when compensation is already being paid.

Section 3

Any sick leave of duration of more than three (3) consecutive work days, if the Chief, so request, shall be substantiated by a doctor's certificate at the employee's expense. When circumstances reasonably warrant the same, the Chief may in their discretion require a medical examination for any employee who reports his/her inability to report for duty because of illness or injury, this required examination shall be at the expense of the Town by a physician designated by the Chief. The results of said physical exam shall be used to determine the validity of the use of sick leave. Invalidated sick leave payments shall be repaid from future wages or accrued vacation leave. The invalid use of sick leave may result in disciplinary action.

Section 4

Sick leave shall accumulate while an employee is in full pay status, except that such leave shall not accumulate during the period an employee is on injury-on-duty leave pursuant to General Laws Chapter 41, Section 111F.

Subject to the conditions set forth in this article, upon mutual agreement between the injured member, the Town Administrator and the Fire Chief a member may return to work under a light duty status. This status will only be allowed if the Chief determines there is suitable work available for which the employee is qualified to perform. Light duty can be retracted at any time by one of the three contributors to the decision.

Section 5

Accumulated sick leave may be used for the following reasons: an employee's personal illness or doctor's appointment, maternity, paternity or to take care of an employee's family (defined as spouse, child and parents) including an illness or to attend a doctor's appointment. When sick time is taken the Employee must inform the Chief or designee if the time taken is for members of the employee's family or for use of the employee.

ARTICLE XV

VACATION

Section 1 Vacation & Personal Time Off

All full-time employees covered by this Agreement shall be entitled to vacation leave based on length of continuous Town service as follows:

<u>Duration of Continuous Service</u>	<u>Accrual Rate</u>
One month through five years	1 day monthly / 12 days annually
After five (5) years	1 ½ days monthly / 18 days annually
After ten (10) years	2 days monthly / 24 days annually
After twenty (20) years	2 1/12 days monthly / 25 days annually

For accrual purposes only a day has been defined as eight (8) hours

Up to 2 days per year of accrued vacation leave will be considered 'personal time', and shall be exempt from the advance notice requirements of Section 2.e. of this article.

Section 2 Miscellaneous Provisions

- a. Eligibility is determined by anniversary date of employment.
- b. The maximum number of hours carried, as accrued vacation leave into a new fiscal year is limited to the number of hours accrued during the prior fiscal year.
- c. If a holiday occurs while an employee is on vacation, that day will not be deducted from vacation leave.
- d. If an employee becomes ill on vacation, vacation leave continues to apply.
- e. Each department head shall schedule the vacations of employees within the department so as to cause the least interference with the work, while giving preference to those employees with maximum seniority. Employees shall give department heads two (2) working days notice for vacation time up to two (2) days duration. For three (3) or more days, advance notice of five (5) working days is required.
- f. A terminated employee shall be paid for all vacation leave accrued but not taken as of the date of his/her termination.
- g. Any member of this agreement shall "Buy Back" up to 50% of unused vacation time annually as a cash payment. The request must be submitted in writing to the Chief and no request can be made after May 1st for the current fiscal year.
- h. Vacation leave expended prior to its accrual within the fiscal year will be reimbursed to the town if an employee separates service for any reason

ARTICLE XVI
WAGES AND STIPENDS

Section 1

The contract will be re-opened annually for the purpose of negotiating a COLA increase only.

The compensation of the full-time members employed by the Town shall be paid in accordance with the following schedule:

MIN	STEP 1	STEP 2	STEP 3	STEP 4
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Effective 7-1-20 thru 6-30-21

FIREFIGHTER/EMT

FY 21

\$ 25.47	\$ 26.28	\$ 27.53	\$ 28.67	\$ 29.81
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CAPTAIN

FY 21

\$ 35.77

Employees shall be moved up to the next higher step on the expiration of each succeeding year of service.

- a. Compensation at one and one half the regular hourly rate shall be paid for attendance at department drills. Compensation for training outside the Stow Fire Department will be upon approval of the Fire Chief.

Section 2 S.A.F.E. Coordinator Stipend

Any employee that is designated as the S.A.F.E. Coordinator As defined in the S.A.F.E. Coordinator Job Description shall receive a stipend for said position of \$1,000.00 annually, paid as a lump sum in the first pay period of December.

Section 3 Longevity Stipend

Any employee who has served as a full time member of the Fire Department for five (5) years or more shall receive a longevity benefit of \$250.00 per each year served beyond five (5) years to a maximum of \$750.00.

Six (6) Years of continuous service	\$250.00
Seven (7) Years	\$500.00
Eight (8) Years	\$750.00

Section 4 Training Coordinator Stipend

Any employee that is designated as the Training Coordinator as defined in the Training Coordinator Job Description shall receive a stipend for said position of \$1,000.00. This stipend shall be paid semi-annually on or about June 30th and December 30th. Any work done after normal working hours (day off, holidays, etc.) or past normal working hours shall be approved by the Fire Chief, shall be compensated at the rate of one and one half the employee's regular hourly rate of pay.

Section 5 Personal Protective Equipment Coordinator (PPE)

Any employee that is designated as the PPE Coordinator as defined in the PPE Coordinator Job Description shall receive a stipend for said position of \$1,000.00. This stipend shall be paid semi-annually on or about June 30th and December 30th. Any work done after normal working hours (day off, holidays, etc.) or past normal working hours shall be approved by the Fire Chief, shall be compensated at the rate of one and one half the employee's regular hourly rate of pay.

Section 6 Fire Department Mechanic Stipend

Any employee covered by this agreement and is expressly designated by the Fire Chief, who performs the duties as outlined in the Department Mechanic job description shall receive an annual stipend of \$1,000.00. This stipend shall be paid semi-annually on or about June 30th and December 30th. Any work done after normal working hours (day off, holidays, etc.) or past normal working hours shall be approved by the Fire Chief, shall be compensated at the rate of one and one half the employee's regular hourly rate of pay.

Section 7 Promotions & Position Classifications

When an employee is promoted into a new position, their new pay rate will be determined as follows:

- (1) Identify the person's present pay rate.
- (2) Increase that rate by one step. If the person is at their top step in their former position, then add the step increment value (the step increment value is the amount of the difference between each step in the former position).
- (3) By definition, a promotion must increase a person's pay to at least the figure identified in paragraph (2).

To find the proper pay rate in the new position, select the lowest rate in the new pay scale that is not less than the figure derived in paragraph (2).

Section 8 Shift Swapping

The practice of swapping shifts with other employees is a privilege that will be allowed at the sole discretion of Management. Management at any time with advance notice may terminate the practice. All swaps require the prior approval of the Fire Chief. Swapped shifts shall in no way affect any employee's pay rate or total earned income. All swaps shall be paid back in the work period established by the Fire Chief. A formal log of all swaps shall be kept for official records.

ARTICLE XVII

EDUCATION INCENTIVE

Section 1 Town of Stow Educational Incentive Program

All member of the Local 3262 Bargaining shall be entitled to receive the benefits outlined within the Town of Stow Educational Incentive Program

Section 3 Fire Service Training

Each Full-time Employee shall be entitled to attend fire-related classes approved by the Fire Chief.

Section 4 EMT-B License Renewal Reimbursement

Each Full-Time EMT shall be reimbursed for the cost of his/her National and or Massachusetts re-certification. Article XVII Section 3 does not include the cost of training leading up to the recertification.

ARTICLE XVIII

UNIFORMS

Section 1

All full time employees on duty shall dress according to year-round standards set forth by the Fire Chief. Failure to meet these standards may result in disciplinary action, at the discretion of the Fire Chief. The Chief may consult the Local prior to setting the standard.

Section 2

New full time employees will be issued a set of uniform upon the commencement of employment. This issue will include two long sleeve shirts, two short sleeve shirts, two pairs of pants, a belt and shoes. A new employee will not be eligible for the clothing allowance in section 3 until the beginning of the following fiscal year.

Section 3

The Department will provide up to \$650.00 annually per full time member for the maintenance and replacement of all necessary uniform items. The replacement of such uniforms will be as necessary at the sole discretion of the Fire Chief. All items shall remain the property of the Town and shall be returned upon termination of full time employment.

Section 4

The Town agrees to pay for the replacement of any prescription eye glasses, contacts, watches or hearing aids owned by the employee which are damaged in the line of duty. Employees must make the Chief or Commanding Officer, aware of the damage as quickly as possible after the damage occurs. Invoices for reimbursement shall be submitted to the Chief.

ARTICLE XIX

TRAVEL EXPENSE

Section 1

The Town shall reimburse an employee for the use of his/her private automobile for official town business at the rate set by the IRS, when such use is authorized by the Fire Chief.

ARTICLE XX

INJURY LEAVE

Section 1

The provisions for injury leave shall remain in accordance with the Massachusetts General Laws Chapter 41, Section 111F.

Section 2

Any employee who claims to have been injured in the course of his employment and/or as a result of his employment shall report each such injury to his/her supervisor immediately, unless said employee is not physically able to do so.

In the event that the employee is not physically able to report said injury immediately, he/she shall make said report as soon as possible. Each such employee shall, in addition, submit to a medical examination by a physician selected by the Town for the purposes of determining the nature and extent of his/her injury.

The Town may require additional physical examinations, as it deems appropriate during an employee's disability and absence from work. In the event that the physician selected by the Town determines that an employee is no longer disabled and is able to return to work, said employee shall be required to return to work.

ARTICLE XXI

MISCELLANEOUS

Section 1 Contractual Conflicts

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of this Agreement shall continue in full force and effect.

Section 2 Union Business

One employee designated by the Local will be granted reasonable time off to conduct Local business, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay and not exceed five (5) days per contractual year, but shall be considered as time worked for the purpose of determining step increases, if any, and other benefits due said employee. The Local further agrees that the Town shall not be required to pay time and one-half to any employee required to fill in for said employee during his absence due to Local business. No Local representative on duty shall suffer a loss in pay while attending any joint Local-Town meeting. The Local agrees that the provisions of this Article will not be abused, and the Town agrees that requests for time off for Local business shall not be unreasonably denied.

Section 3 Contract Opening

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this contract represents the full agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 4 Leave of Absence

Leaves of absence without pay may be granted by the Chief and Town Administrator for any reasonable purpose for a limited period, not to exceed three (3) months. Thereafter, such leaves may be extended or renewed up to a maximum total period of one year. All such leaves shall be subject to the review and approval of the Chief and Town Administrator

Section 5 Military Leave

All present employees who are in the National Guard or in the Armed Forces Reserve will be paid the difference between their regular pay and their military pay for any time spent on temporary duty. Employees hired after the effective date of this agreement who voluntarily join either the National Guard or the Reserve shall not be entitled to the difference between their regular pay and their military pay for any time spent on tempo-

rary duty. Any military leave shall not be considered a part of, nor shall it affect in any way, any employee's regular vacation.

Section 6 Bereavement Leave

Up to three days paid leave shall be granted to an employee for any work days missed owing to the death of his father, mother, child, spouse, brother, sister, parent-in-law or domestic partner. It is understood that these bereavement days must be days upon which the employee is regularly scheduled to work and taken within seven (7) days of the funeral. The Fire Chief may at their discretion provide up to two (2) additional days paid leave provided that call firefighters may be utilized to replace the bereaved firefighter on such days.

Section 7 Grooming

All employees covered by this Agreement, when on duty, shall be neat and clean-shaven and shall be attired in Department-approved apparel.

Section 8 Non-Municipal Work

Any employment outside the Town of Stow Fire Department shall not interfere with the employee's regularly scheduled tours of duty. Such interference may result in disciplinary action.

Section 9 Conduct

It shall be the responsibility of each full-time employee to perform the activities that are required to maintain his/her EMT status at the highest level of service, which the Stow Fire/EMS provides. Such level of service, as established by the Fire Chief, will be provided in writing to the full-time firefighters. Failure to maintain such status will result in termination. Compensation to be as established by departmental policy.

Section 10 Posting of Work Schedule

The work schedule for full-time employees shall be posted in an accessible location no less than one (1) month in advance. No emergency changes shall be made to said schedule without written notification to the members of the changes and the reasons for the changes.

Section 11 Firefighting Academy Requirement

All full-time permanent FF/EMT's hired after July 1, 2002 will be expected to attend the Massachusetts Fire Academy Recruit Program; any reasonable costs charged by the academy to attend the recruit program will be paid by the Town.

The decision of when the new hire will attend the Academy will be made solely by the Town and will be contingent upon and subject to sufficient availability of the budget funds as determined by the Fire Chief and Town Administrator.

Continued employment of all full-time permanent FF/EMT'S hired after July 1, 2002 in the Stow Fire Department will be dependant upon successful completion of the Massachusetts Firefighter Academy recruit Program.

Section 12 Accidental Death Policy

All employees covered by this agreement, shall receive the benefits outlined in the Town of Stow Police/Fire Accidental Death Insurance policy.

Chubb (Cabot Risk Strategies) Policy #99071985, effective 7/1/21

Section 13 Private Details

Any member under this agreement working shall be paid a minimum of 4 hours of pay at the rate of \$45.00 per hour for all private details. For this section "Private" shall be defined as compensated with non-municipal funds. The employee shall be compensated with a four (4) hour minimum for work performed in the A.M. and a four (4) hour minimum for work performed in the P.M., provided that no employee shall be paid more than eight (8) hours on such detail unless the time was actually worked. Private details beyond the eight (8) hours in one day and details on Sunday and Holidays will be paid at time and one-half of the detail rate

Section 14 Court Time

Any member required to appear in court as part of his or her duties, at a time other than his or her scheduled shift shall be paid at the overtime rate for the time spent in court and normal travel time from home to court and court to home. The member shall be paid a minimum of four (4) hours. If the member is scheduled to work he or she will report to work prior to court and return to work when released by the court.

ARTICLE XXII

STABILITY OF AGREEMENT

Section 1

The failure of the Town or the Local to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or the Local to future performance of any such term or condition, and the obligations of the Local or of the Town to such future performance shall continue in full force and effect.

Section 2

The provisions of this Agreement supersede any conflicting or inconsistent rule, or other regulation promulgated by the Department. In the event any mandatory statute(s) (as distinguished from permissive statutes) relating to the members of the Fire Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.